RECENT CASES.

BAILMENTS — BAILEE AND THIRD PERSONS — MEASURE OF DAMAGES IN ACTIONS FOR INJURY TO BAILED CHATTELS. — The plaintiff hired a horse from a livery stable. The defendant negligently caused the death of the horse. *Held*, that the plaintiff may recover the full value of the horse. *Compton* v. *Allward*, 48 Can. L. J. 109 (Maintoba, K. B.). See NOTES, p. 655.

BAILMENTS — BAILOR AND BAILEE — DUTY OF ONE LETTING CARRIAGES TO INSPECT. — The plaintiff was injured by the breaking of the axle of a buggy hired from the defendant for a drive. The defect could have been known by the exercise of proper care by the defendant. *Held*, that the defendant is liable for the injury to the plaintiff. *Denver Omnibus & Cab Co.* v. *Madigan*, 120 Pac. 1044 (Colo., Ct. App.).

A coach owner is liable to passengers for accidents caused by his failure to inspect the coach. *Bremner* v. *Williams*, 1 C. & P. 414. See *Ingalls* v. *Bills*, 50 Mass. 1, 15. There is also some authority that one who lets vehicles incurs a similar liability to hirers. See *Hadley* v. *Cross*, 34 Vt. 586, 588; *Hyman* v. *Nye*, 6 Q. B. D. 685, 687. But the duty of a coach owner or other common carrier to a passenger differs from the duty of a letter to a hirer, since the performance of the carrier's duty is a matter of public concern. *Railroad Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. See *Davis* v. *Chicago, etc. Ry. Co.*, 93 Wis. 470, 483, 67 N. W. 16, 20. It would seem, therefore, that the liability of the letter of carriages depends not on the law of carriers but on that of bailments for hire. It has been held in England that a bailor warrants that the property hired is reasonably fit for the bailee's purposes. *Jones* v. *Page*, 15 L. T. N. S. 619; *Vogan* v. *Oulton*, 79 L. T. N. S. 384. American courts have held, however, that the principle of *caveat emptor* applies, and that, accordingly, recovery, if allowed, must be based on negligence. *Horne* v. *Meakin*, 115 Mass. 326; *Glenn* v. *Winters*, 17 N. Y. Misc. 597, 40 N. Y. Supp. 659. Such negligence is held to consist in exposing hirers of property to danger by reason of defects therein of which the owner ought to know. *Connors* v. *Great Northern Elevator Co.*, 90 N. Y. App. Div. 311, 85 N. Y. Supp. 644. *Cf. Elliott* v. *Hall*, 15 Q. B. D. 315.

BILLS AND NOTES — CHECKS — CHECK CONSTRUED AS ASSIGNMENT OF FUND. — The plaintiff sued as executor to recover the amount of a check drawn by his testator on the defendant bank. The check was presented before the testator's death but was paid after notice of the event. *Held*, that the plaintiff cannot recover. *Wasgatt* v. *First National Bank*, 134 N. W. 224 (Minn.).

The principal case adopts the view that a check is an assignment *pro tanto* of the funds of the drawer. See 2 DANIEL, NEGOTIABLE INSTRUMENTS, 5 ed., § 1638. While this was formerly the rule in Illinois, Nebraska, Iowa, and Kentucky, the Negotiable Instruments Law has changed it. See BRANNAN, NEGOTIABLE INSTRUMENTS LAW, § 189. But it is still law in South Carolina. *Fogarties* v. *President, etc. of State Bank*, 12 Rich. L. (S. C.) 518; *Simmons* v. *Bank of Greenwood*, 41 S. C. 177, 19 S. E. 502. Strictly the depositor has no money in the bank but simply a debt against the bank for the amount of the

v. Armstrong, 4 Minn. 335. And so incest. State *v.* Chambers, 87 Ia. 1, 53 N. W. 1090. *Contra*, State *v.* Burt, 17 S. D. 7, 94 N. W. 409. And so perhaps where wife is wrongfully deprived of dower rights. See Hach *v.* Rollins, 158 Mo. 182, 190, 59 S. W. 232, 234. But bigamy has been held not a crime against the other. Bassett *v.* United States, 137 U. S. 496, 11 Sup. Ct. 165; People *v.* Quanstrom, 93 Mich. 254, 53 N. W. 165.